University Code of Practice

Student Contract - Terms and Conditions

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Summary/ Description:

This document sets out the legally binding Terms and Conditions which form part of every contract between each student admitted to a University programme and the University. It is informed by practice in the UK and based on guidance provided to the UK higher education sector by the (UK) Competition and Markets Authority.

Applicants for a programme **must** be provided with a copy of this document when they are offered a place. Prior to enrolment they **must** be given a further opportunity to review the document.

The document sets out the obligations and expectations placed on students and those placed on the University. Specifically it sets out a number of significant or unusual terms of the contract. A table (in chapter V) provides a list of the Codes and regulations applicable to students (academic and non-academic matters) with links to how these can be accessed. It also sets out a number of important legal matters which govern the contract.

The document is set out and approved by the University as a Code within the Quality Handbook but it is also designed to be a free-standing document which will be sent to applicants in a 'durable medium' (that is a pdf which cannot be altered in that form) as well as being easily accessible on the University's website.

Reference should also be made to the:
Code on Recruitment, Selection and Admission (QH:C3) (for taught programmes) and Academic Regulations: Research Degrees (QH:D1 - chapter II) (for research degrees)
Code on Student Protection (QH:E3)

Further Guidance
See the Introduction to the Quality Handbook (QH:A1) for further guidance and explanations of:

- how the Handbook is designed to work and what it covers and does not cover
- how it is structured
- the 'external reference points' and established practice which have informed each of the Codes
- key concepts and themes
- some suggestions for further reading
- a quick guide to each Code, including definitions and things to watch out for.

This university Code has been written in accordance with the approach approved by the University to enhance clarity involving the following terminology: must = mandatory should = advisable may = desirable. Where these terms are used they are emphasised in bold.

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INTRODUCTION

Authority

1 The Academic Quality and Standards Committee is the final arbiter of the application and interpretation of this code of practice as it relates to students on taught programmes, and Research and Research Degrees Committee as it relates to students on research degrees. Where there are differences in the way the code relates to students on taught awards compared with those on research degrees, this is made explicit in the text; otherwise the word 'programme' relates to both taught programmes and research degrees.

2 As this document forms part of the legally binding contract between the University and each student, these Terms and Conditions would be subject to the jurisdiction of the Gibraltar courts.

Scope of the Code

3 This Code applies to all provision which leads to the award of the University's higher education qualifications.

4 As this Code is intended for students, and is addressed to students in the way it is written, it is designed to be published as a free standing document which will be provided to students:

(a) when they are made an offer of a place on a University programme
(b) when they are sent instructions about enrolment so that they can review its contents before formally enrolling, and
(c) by being readily accessible at all times through the University website.

Application to collaborative provision

5 Unless specified by the Academic Board, this Code applies to all provision referred to in paragraph 3 whether that provision is delivered by the University or another approved provider in accordance with a formal legal agreement.

PURPOSE OF THIS DOCUMENT

6 This document is designed to ensure that prospective students are fully informed about the nature and content of the legal contract into which they will enter with the University if they accept the offer of a place on a University of Gibraltar programme and subsequently enrol on the programme. As such it is designed to set out the expectations that each student can legitimately have of the University as the provider of the programme in terms of the nature and quality of the experience it provides. In return it also sets out the expectations that the University can have of you, including that you will actively participate in the learning experiences that are made available whether that be through attending lectures, tutorials or other activities and participating in the self-directed learning elements or research elements of the programme, and that you meet the standards of behaviour and personal responsibility expected of University students.

7 As it is not possible to set out the full details of every Code or Regulation that applies to you, this document provides a number of links and Chapter V provides a table setting out important Codes and Regulations and how to access them.

8 **It is very important that you read this document carefully before accepting the University's offer, and if there is anything that you do not understand, you seek clarification from the University (using the contact details at the end of this document). It sets out the various rights and responsibilities that both you and the University have in relation to your study at the University.**

9 **By enrolling on a programme you are at the same time accepting the Terms and Conditions set out in this document and entering into a contractual relationship with the University. As a binding contract the Terms and Conditions can only be varied by agreement in writing.**

10 This document does not apply to the provision of student accommodation, which is subject to a separate binding contract with its own Terms and Conditions.

CHAPTER I: ACCEPTING AN OFFER

11 The process which the University will follow in considering an application for a place is set out:

(a) for students on taught programmes in the Code on Recruitment, Selection and Admission (QH:C3)
(b) for students on research degrees in Chapter II of the Academic Regulations: Research Degrees (QH:D1).

12 Each of those documents sets out the general entry criteria applicable to all applications and the responsibilities for making decisions.

13 Where the University decides to make an offer and you wish to accept it, you **must** notify the University via the online application system within the deadline specified in the offer. Once you accept the offer and the University receives that acceptance the Terms and Conditions set out in this document apply to you as part of a legally binding contract with the University. Specifically the conditions of enrolment set out below will apply.

Conditions of enrolment and participation

14 Your right to enrol on the programme and your continued participation in the programme are subject to the following conditions, that:

(a) you satisfy any conditions specified in the offer by the deadline stated in your offer letter
(b) you provide evidence (translated into English if applicable) of the qualifications that entitle you to be admitted to the programme, or photocopies authenticated by the awarding body, including in relation to any English tests where applicable
(c) prior to or at enrolment you provide proof of your identity (either in person or by post) in the form of the original of an accepted form of identification for verification

(d) if there are any changes in your circumstances which might mean you are no longer eligible to enrol or continue your programme, you notify us in writing within 5 working days of the change in circumstances so that the University can determine whether you should be permitted to enrol/continue your programme. Circumstances of this kind include:

(i) being charged with, or convicted of, a criminal offence
(ii) medical conditions if you are registered on a professional programme

(e) you enrol at the time and in the manner set out in the enrolment instructions
(f) you comply with the attendance and submission requirements published in the programme specification and module descriptors, including attending compulsory teaching sessions, submitting assessed work and attending examinations
(g) you comply with any Code or Standards of Professional Conduct set out for students on applicable professional programmes.

Significant or unusual Terms of the contract

15 The following provides a number of Terms of the contract which you might not have anticipated and which the University should therefore draw to your attention.

Powers to exclude students from assessment or to terminate their programme of study

16 The rules governing the progression of students on their programme and their eligibility for the award are set out in:

(a) Academic Regulations: Taught Programmes (QH:C1) for Taught programmes (i.e. Bachelor's and Integrated Master's degrees, Postgraduate Certificates, Diplomas and Master's degrees)
(b) Academic Regulations: Research Degrees (QH:D1) for Research programmes (i.e. PhDs, MPhils).

17 Without limiting any right of the University, the following provides examples of when a student might be excluded from assessment, be suspended or a student's programme of study may be terminated:

Academic reasons

(a) academic or research misconduct including plagiarism, any form of cheating or examination offence
(b) taught programmes: non-attendance at compulsory teaching sessions (including placements), or non-submission of assessed work (including formatively assessed work), or non-attendance at an examination. Such conduct could also result in the denial of reassessment which may therefore adversely affect a student's ability to progress on the programme
(c) research degrees: failing to participate in, or failing to demonstrate satisfactory progress at, any of the formal progression points, such as: approval of the Formal Research Proposal (including research ethics), Confirmation of Candidature, annual progress review, research training programme, submission of the thesis within the period of registration

(d) professional misconduct (where the programme leads to an entitlement to practise a profession and is governed by a code of professional conduct). Where this applies it will be made clear with the offer of a place.

Non-academic reasons

(e) proven disciplinary offences
(f) obtaining a place on the programme through providing false or misleading information
(g) failure to notify changes in circumstances affecting eligibility to continue on the programme (as mentioned in para. 14(d))
(h) ill health affecting your ability to study, or where this would put others at risk. (This might necessitate the University suspending you from your studies for a period of time).

Denial of re-admission to a programme

18 Where a student is judged by the relevant examiners to have failed the programme that student will not be permitted to re-apply for admission to the same or a closely related programme leading to a qualification at the same or a lower level. Further, a student whose programme is terminated on grounds of academic/research or professional misconduct will not be permitted to apply for any further short course, professional certificate or higher education programme.

Power to revoke an award

19 The University is empowered to revoke any award of a qualification or credit where it is established to the satisfaction of the Academic Board that:

(a) there was an administrative error in the award made under the procedures required by the University, including an error in calculating results
(b) the qualification or credit was achieved in whole or in part through any form of academic/research or professional misconduct which has been investigated and judged proven by an investigatory panel
(c) the student obtained entry to a University programme of study based on qualifications and/or experience which have subsequently been proven to be false or substantially mispresented.

Maximum duration of programmes

20 Each programme has a maximum duration beyond which a student will be denied permission to continue studying. Therefore, any request to return to study where a student has withdrawn or been allowed to interrupt their studies (for any reason), or any permitted repeated period, is subject to completion of the programme being possible within the maximum duration for the programme.

Taught programmes

21 The maximum duration is twice the published duration of the programme (unless a shorter period has been published to meet the requirements of a professional, statutory or regulatory body).

Research degrees

22 A minimum and maximum period of registration is specified for each research degree, adjusted according to whether it is undertaken full- or part-time, within which the research must be completed and the thesis submitted for examination:

(a) for the MPhil the maximum period of registration is 48 months full-time and 72 months part-time
(b) for the PhD the maximum period of registration is 60 months full-time and 96 months part-time.

Research Training Programmes

23 Students admitted to the MPhil/PhD programme are required to undertake five compulsory modules of research training in their first year of registration as a condition of demonstrating satisfactory progress on their research degree. They should also participate in optional modules in subsequent years subject to discussion with their Supervisory Team. They are also required to participate in the PhD seminar series, attending no fewer than 80% of the seminars up until approval of the their Formal Research Proposal, and participate in the '3-Minute Thesis Competition'.

Appeals and complaints that will not be considered by the University

24 Applicants and enrolled students have rights to lodge an appeal about an academic decision and/or make a complaint about the standards of information and service provided by the University (see para. 34 onwards). Applicants/students are encouraged to try to resolve the matter informally first. If a formal appeal/complaint is to be submitted there are stated procedures which must be followed, including that an appeal or complaint is submitted within the published time limit (other than in exceptional circumstances). The following exclusions also apply:

(a) an appeal will not be considered where it constitutes an appeal against 'academic judgement': that is a challenge to the outcome of the admission decision or the outcome of an assessment (including any mark awarded) where that decision has been properly made in accordance with published procedures
(b) where the University judges that the appeal or complaint is malicious, frivolous or vexatious in that it is obsessive, harassing or repetitive, abusive in tone or language, insistent on pursuing unrealistic or unreasonable outcomes, designed to cause disruption or annoyance, or demanding disproportionate redress.

25 Graduating is the formal process of being conferred the award, and constitutes acceptance of all decisions leading to that award including the decisions made by the examiners. For that reason the University will not progress an academic appeal where a student graduates (whether in person at the appropriate ceremony or in absentia).

Your right to cancel

26 You have a right to change your mind and cancel the contract, and therefore not proceed with taking up a place at the University, provided that you inform the University in writing within 14 calendar days of sending us your acceptance. That right to cancel within 14 days continues

even if the programme actually starts during those 14 days. You do **not** need to give a reason for cancelling.

27 If you exercise your right to cancel within the 14 days, and the programme has already started and you have paid your tuition fees, you will be entitled to a refund of any fees that you have paid. Where the University has provided services to you it may be entitled to charge you a reasonable amount (in proportion to what has been supplied, in comparison with the full coverage of the Contract) for the period between the services being provided and your notice of cancellation. Where that is the case you will be informed of the amount and the basis on which the amount was calculated.

28 Any refund will be paid within 14 calendar days of you informing the University that you have cancelled the contract.

CHAPTER II: WHAT YOU CAN EXPECT FROM THE UNIVERSITY OF GIBRALTAR

University commitments

29 The University of Gibraltar commits to:

(a) providing you with tuition and learning support connected with the programme that you are studying, with reasonable care and skill
(b) making available appropriate infrastructure and facilities to support your learning (including teaching and learning spaces, library and IT facilities and on-line resources)
(c) seeking to create a learning, working and social environment in which the rights and dignity of all its students and staff are respected, which is free from discrimination, prejudice, intimidation and all forms of harassment including bullying
(d) providing you with information about your programme and its modules which is fit-for-purpose, accessible and trustworthy
(e) providing you with academic guidance about good academic practice, about your options and about your progress (including the consequences and what to do if things are not going well)
(f) providing you with appropriate personalised support in the form of reasonable adjustments if you experience specific difficulties for example arising from a disability or long-term illness, including if your circumstances change
(g) providing opportunities for students to engage in a partnership with the University regarding the management and enhancement of its academic provision at different levels (from programme level to University committee-level) and through providing opportunities to be consulted, provide your ideas and feedback and to be informed about proposed action in response to your views
(h) providing you with ready on-line access to the University Codes and Regulations that apply to you, and ensure that these are maintained and kept up-to-date, and providing you with clarification and/or further information where you are unclear about a provision in a Code

(i) awarding you with the credits or qualification to which you are entitled either following successful completion of your programme, or following unsuccessful completion or your withdrawal part way through (where you may be eligible for an Exit award)
(j) providing you with a Transcript of Academic Record of your results following successful completion of the programme, or following your partial completion of the programme with an exit award; a student not eligible for a Transcript of Academic Record will receive a statement listing completed modules.
(k) if you are eligible, providing you with the opportunity to attend a graduation or other award ceremony and receipt of the appropriate official Certificate
(l) responding to, and seeking to resolve professionally and fairly, academic appeals or complaints submitted in accordance with the published appeals or complaints procedures.

30 The above commitments apply in respect of students who have enrolled (and re-enrolled for each subsequent period of study), and the commitments are subject to the remainder of these Terms and the University Codes. For example, the University will not issue an Official Transcript or degree certificate to a student who is in debt to the University for tuition fees of more than £50, or award a qualification or permit a student's participation in a degree or other award ceremony. A student who is proven to have committed a disciplinary offence may be suspended from their programme or have their studies terminated depending on the seriousness of the offence.

Changes to your programme

31 From time to time the University makes changes to its programmes and their constituent modules. These changes are made for good organisational reasons and may include changes to timetables, teaching staff allocation, and content and may be the result of internal or external factors. Changes will also be made in response to student feedback as part of our commitment to enhancing the quality of our academic provision.

32 We will communicate changes to you in a timely manner, and where appropriate and practicable involving you in decisions and/or explaining the reasons for any changes. In accordance with our Code on Student Protection we will not make major changes that affect you without consulting you and obtaining your agreement, and we will not withdraw the programme you are on until you have completed the programme unless this is unavoidable for example due to circumstances beyond our control. In that case we will consult you about your options and work with you to find an appropriate solution, which might include providing refunds and/or compensation. (Details of these commitments are set out in Code on Student Protection (QH:E3)).

33 In the case of research degrees, the University will endeavour to ensure that the Supervisory Team allocated to you remains in place for the duration of your period of registration. Where, exceptionally this is not possible, for example because a member of the Team ceases to be available, the University will ensure that a replacement who meets the University's criteria is put in place with the minimum possible delay. Any ensuing disruption to your progress will be appropriately addressed, for example if an extension is required.

Feedback and complaints

34 The University has complaints procedures applicable if you wish to make a complaint about the standard of information or service provided by the University in relation to your experience of being:

(a) admitted to the University on a taught programme – Code on Recruitment, Selection and Admission (QH:C3)
(b) admitted to the University on a research degree – Academic Regulations: Research Degrees (QH:D1), Chapter III
(c) an enrolled student at the University – Code on Complaints by Students (QH:G1).

35 In both cases you are encouraged to seek informal resolution of the matter first, as often matters can be resolved quickly and easily, for example if there has been a misunderstanding or a mistake has been made.

36 The University also encourages you to provide constructive feedback about your experiences. We will ask for feedback about the admission process, and once you are enrolled as a student you will have a number of opportunities to provide feedback and provide your ideas to help the University improve the quality of the student experience (for example relating to the content or structure of the programme, to the way it is taught or assessed and relating to the facilities and services the University provides).

CHAPTER III: WHAT THE UNIVERSITY CAN EXPECT FROM YOU

Your responsibilities as a student

37 By accepting an offer of a place you commit to:

(a) complying with the conditions of enrolment set out in para. 14
(b) paying your tuition fees and any other fees payable to the University by the deadlines notified to you (see further para. 39)
(c) complying with the University's Regulations and Codes (see further chapter V)
(d) notifying the University at any time during your programme if information about you changes (such as your contact details), including information that affects your eligibility to be on the programme (such as a criminal conviction)
(e) complying with other reasonable requests for information from the University
(f) taking responsibility for your learning and to engaging with the learning opportunities provided (such as carrying out required independent study, attending classes and completing assessed work)
(g) notifying the University if your circumstances change to the extent that you need additional support to continue your studies or need a change in the support being provided to you – for example if you develop a long-term health condition or are diagnosed with a disability

(h) complying with the published procedures for applying for absence/extension for good cause and/or mitigating circumstances where there are exceptional factors such as illness affecting your ability to meet assessment/examination deadlines or which are affecting your performance in assessments (taught programmes)
(i) complying with the published procedures for applying for interruption of studies or extensions where there are exceptional factors such as illness affecting your ability to meet deadlines for demonstrating satisfactory progress or for submission of the thesis (research degrees)
(j) complying with additional reasonable obligations when undertaking a work or professional placement, including those of the placement provider especially relating to health and safety
(k) complying with national laws and other requirements of the host country if undertaking study or research abroad as part of the programme or research degree
(l) complying with the University's procedures governing ethical approval before undertaking any research involving human or animal subjects
(m) complying with the code of conduct or equivalent of any professional body if you are studying on a professionally accredited programme. The University will also have an obligation to disclose to such bodies any information it considers to be relevant to a student's future professional accreditation.

38 You also have a legal responsibility to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate in enabling the University to discharge its legal duties with regard to health and safety, including implementation of the relevant University policies. It is a condition of enrolment for students that they also co-operate with the University in this respect.

Tuition Fees and additional study costs

Tuition fees

39 In return for undertaking your programme you will be required to pay the University fees that are directly related to the University providing you with tuition and learning support connected to your Programme (Tuition Fees). Details of the University's tuition fees are published on the University's website. When you are made an offer you will be informed in writing of the fee which applies to you, provided that your status as "home" or "international" has been resolved at that point. If it has not been resolved you will be informed of the fees for both rates, and the actual fee will be confirmed once your status is resolved. If your status remains unresolved at the point of enrolment you will be charged the fee at the overseas rate.

40 You should note that if a third party (such as a sponsor) is paying your fees you remain liable for the fees in the event that the sponsor fails to pay.

41 You may also be liable for additional tuition fees if you are permitted to repeat a semester or year as a result of mitigating circumstances or following academic failure. This will be discussed with you at the time of considering your application.

Additional study costs

42 Depending on the programme you are studying there may be additional costs related to that programme – which may not be payable to the University - for example relating to equipment and/or safety clothing. Where this is the case, typically you will be informed in writing along with the offer of what is required and anticipated costs.

43 For all programmes there will be additional costs (some of which will not be payable to the University) that you are expected to cover, such as the purchase of books or related materials, and printing/photocopying. Again you will be informed of the likely costs at the time of the offer. This will also include information about the costs of a graduation or other award ceremony.

Fines

44 You are advised that the University has the right – set out in the appropriate regulations – to levy fines for such matters as:

(a) the late return of library materials
(b) causing damage to library materials or other University property
(c) the late payment of tuition or other fees.

Other penalties

45 The University has the right to do any or all of the following in the event that tuition fees remain outstanding after the due date for payment:

(a) suspend or terminate your registration as a student of the University
(b) prevent you from re-enrolling on your programme
(c) withhold an Official Transcript
(d) withhold any entitlement to attend a graduation or equivalent ceremony
(e) withhold any award you are entitled to, and/or
(f) take legal action against you to recover the outstanding Fees and any interest on those amounts.

46 Note that actions (a) to (e) above apply only to Tuition Fees and not to additional study costs or fines, or to any fees payable to the University for, or relating to, student accommodation.

CHAPTER IV: IMPORTANT LEGAL INFORMATION

Data protection

47 The University is bound by the requirements of the European Union General Data Protection Regulation (GDPR) introduced in 2018 and the existing data protection framework in place within Gibraltar overseen by the Information Commissioner's Office of the Gibraltar Regulatory Authority (GRA). The University has a suite of data protection policies underpinned by robust internal processes to safeguard the personal data it obtains and processes relating

to students, staff, website users and others ensuring strict adherence to the legislative framework.

Suspension and termination

48 The University may end the Contract therefore terminating your programme immediately by giving you notice if:

(a) you fail to pay any Fees when due or
(b) any of the conditions of enrolment set out in para. 13 are not met at any time.

49 If you are suspended from the University in accordance with the University Regulations and Codes, the University's obligations under the Contract are suspended for the duration of your suspension.

50 If your programme is terminated in accordance with the University Regulations and Codes, the Contract automatically ends with effect from the date of the termination.

Liability and Insurance

51 Your attention is particularly drawn to this clause because it imposes certain restrictions on the University's potential liability to you.

52 The University does not in any circumstances seek to limit or exclude its liability for death or personal injury arising out of the University's negligence, fraud or fraudulent misrepresentation or for any other liability which the University cannot limit or exclude by law.

53 Subject to paragraph 52, the University does not accept any liability for loss that does not flow naturally from a breach of its obligations under these Terms. This is often referred to as indirect or consequential loss. In addition, particular types of loss that the University does not accept liability for, whether direct or indirect and whether considered a possibility at the time the contractual relationship came into effect, are loss of earnings (including delay in receipt of potential earnings), loss of opportunity and loss of profit.

54 The University does not accept responsibility for any loss or damage to your property. You are advised to arrange relevant insurance against theft and other risks before coming to the University. In certain circumstances, you may need to take out other types of insurance, for example health insurance while on an overseas placement.

55 Subject to the above provisions, the University's total aggregate liability to you arising out of or in connection with these Terms and/or your period of study at the University (whether in contract, tort or otherwise) shall in no circumstances exceed an amount equivalent to twice the total Fees payable by you in connection with your Programme. Please note that Fees does not include the costs outlined in paras. 42-43.

Intellectual property

56 Intellectual Property (IP) means any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information.

57 IP you create during your studies or research will normally belong to you unless:

(a) you receive a University studentship in which case IP ownership will be determined by the terms of that studentship agreement
(b) you receive a bursary from, or have your fees paid or subsidised by, a sponsor in which case IP ownership will be determined by the terms of the arrangement between you, the University and your sponsor
(c) you generate IP which builds upon existing IP generated by the University or is jointly invented with University employees or associates in which case you will be required to assign such IP to the University and will be entitled to a share of any revenue generated by that IP in accordance with the University's policy from time to time
(d) you generate IP which builds upon existing IP owned by a third party or is jointly invented with a third party and/or University employees or associates, in which case you will be required to assign such IP to the third party or the University and will be entitled to a share of any revenue generated by that IP in accordance with the University's policy from time to time or
(e) you are an employee of the University and developed the IP in that capacity.

58 If during the course of your studies or research you have access to confidential information belonging to the University or a third party, you agree that you will only use that confidential information in connection with your studies or research and on such terms and conditions as have been agreed and notified to you and you will not without the prior consent of the University or the third party to whom it belongs disclose such confidential information.

Notices

59 Any notice or other information relating to the formal relationship between you and the University that you need to give to the University, or that the University needs to give to you, must be in writing and may be given by hand or sent by e-mail or post. The University will use e-mail as a primary means of communication for sending you this information, although any particularly important documents will also be sent by post to your last recorded address.

60 You should check your University e-mail account regularly, as the University cannot be held responsible for the consequences of any messages that you have not read or if messages are lost or delayed when automatically forwarded to a personal e-mail address (e.g. Hotmail, Gmail, etc). You are responsible for maintaining up-to-date address and other contact details. Any notices or information sent to your last recorded address will be deemed to have been properly given.

61 The University may also draw your attention to important information through announcements on the University's website and Canvas.

General

62 These Terms and the relationship between the University and you shall be governed by and interpreted in accordance with Gibraltar law. Both the University and you agree to the exclusive jurisdiction of and to accept the authority of the courts of Gibraltar.

63 If any condition of this relationship is found to be void or unenforceable (in whole or in part) by any court or other competent authority, the rest of the contractual relationship will continue to apply.

64 The University may need to make changes to these Terms from time to time. While we will try not to make changes, if we do we will act reasonably and notify you of changes by posting the updated Terms on the University website and drawing the specific changes to your attention and, where reasonably practical, providing notification to you (whether to you specifically or generally to the University student population).

CHAPTER V: UNIVERSITY CODES AND REGULATIONS APPLICABLE TO STUDENTS

65 The following table sets out the most important Codes and Regulations which will apply to your studies at the University, and how to access them. These are detailed documents which are necessary for the effective running of the University and are comparable with other universities, especially those in the UK. Contact details are provided at the end of this document if you have any queries about anything contained in these documents or have difficulties accessing them. (Reference numbers – column 2 – relate to the number allocated as part of the Quality Handbook).

Table 1: Academic matters – taught programmes

Document title	Ref No.	Purpose
Academic Regulations: Taught Programmes	C1	Sets out the qualifications which the University can award and the rules governing the progression and award of qualifications to students
Programme Approval, Amendment and Withdrawal	C2	Sets out the University's arrangements for approving new programmes, amendments to existing programmes and for their suspension or withdrawal
Recruitment, Selection and Admission	C3	Sets out the principles and procedures which apply to admitting students to the University, including general entry criteria. It also sets out applicants' rights to appeal and/or make a complaint
Credit Transfer and the Recognition of Prior Learning	C4	Explains the arrangements for applications by enrolled students to have prior learning counted towards their programme
Placement learning	C5	Defines all aspects of how the University manages placement opportunities (where these are a formal part of a programme), including the rights and responsibilities of students, placement providers (such as employers) and the University.

Assessment Procedures	C6	Supplements C1, and provides more detail about: the conduct of examinations and class-based assessments, and about arrangements for considering mitigating circumstances claims by students. Includes explanations of examination offences.
Academic misconduct	C7	Sets out definitions of academic misconduct, including different types (such as plagiarism, contract cheating and collusion), how the University will investigate and determine allegations, and the penalties it can impose.
Fitness to Practise	C8	Sets out the definitions of fitness to practise – applicable only to the PGCE and Nursing programmes and how the University will determine cases where fitness is in question.
Boards of Examiners	C9	Supplements C1, and provides more detail about the role and responsibilities of Mitigating Circumstances Panels, and the Module and Programme Boards. It sets out a summary of the decisions which each Board is permitted to make and how these must be recorded.
External Examiners	C10	Explains the role and responsibilities of external examiners at module and programme level, and how they are appointed. (the University has decided to adopt the system of external examining in use in the UK).
Academic appeals	C11	Sets out the rights of students to challenge assessment decisions (on procedural grounds only), and the process through which appeals will be investigated and determined.
Programme monitoring and review	C12	Explains how the University will monitor its modules and programmes throughout the academic year and at the end of each year with the aim of identifying opportunities to improve the provision.
Periodic Development Review	C13	Explains how the University will undertake a full review of each programme after three years and then after six years.
Peer Observation and Development of Learning, Teaching and Assessment	C14	Sets out the University's requirements for staff to be involved in peer observation of each other's teaching and assessment practice to help them continue to develop that practice.
Microcredentials	C15	Explains how one or more modules of approved programmes may be offered and, upon successful completion, certificated.

Table 2: Academic matters – research degrees

Note that for research degrees, there is a single Qualifications Framework, which is divided into ten chapters (each chapter is numbered with a Roman numeral).

Document title	Ref No.	Purpose
Qualifications and academic standards	D1 Ch I	Sets out the qualifications which the University can award and the rules governing the progression and award of qualifications to students
Recruitment, Selection and Admission	D1 Ch II	Sets out the principles and procedures which apply to admitting students to University research degrees, including general entry criteria

Feedback, Appeals and Complaints by Applicants	D1 Ch III	Sets out applicants' rights to appeal and/or make a complaint and to provide feedback on their experience of applying to the University.
Supervision	D1 Ch IV	Sets out the role and responsibilities of the Supervisory Team which must be allocated to every research student
Progress and review	D1 Ch V	Sets out the rules governing the formal stages of progress and review (such as approval of the Formal Research Proposal, Confirmation of Candidature and the research training requirements). For students admitted to the MPhil it includes the opportunity to apply for transfer to the PhD.
Submission of the thesis	D1 Ch VI	Defines the requirements and deadlines for submission of the final thesis for examination.
Research Misconduct	D1 Ch VII	Sets out definitions of research misconduct, including different types (such as plagiarism, contract cheating and collusion), how the University will investigate and determine allegations, and the penalties it can impose.
Examination of the thesis	D1 Ch VIII	Sets out the arrangements for the examination of the research degree thesis, including the appointment of the examiners, the role of the chair of the viva voce, the conduct of the viva voce and the recommendations that the examiners can make.
Award and conferment	D1 Ch IX	Explains the requirements and definitions relating to the award and conferment of degrees, including the power to revoke degrees and to award Aegrotat degrees.
Student engagement, complaints and academic appeals	D1 Ch X	Sets out the rights of students to challenge examination and progression decisions (on procedural grounds only), and the process through which appeals will be investigated and determined. It also provides a link to Students as Partners (F1 below) and Complaints (G1)

Table 3: Academic matters applicable to both taught programmes and research degrees

Document title	Ref No.	Purpose
Information, Advice and Student Support	E1	Explains how the University ensures that information it provides for students and others is fit-for-purpose, accessible and trustworthy. It also sets out the arrangements for providing advice, guidance and support to students at each stage of their studies.
Student Contract – Terms and Conditions	E2	(This document)
Code on Student Protection	E3	Sets out how the University will protect the interests of students in the event of a closure of its facilities or a programme, and the rights of current students to give their agreement before major changes are made to a programme that apply to them.
Reasonable Adjustments	E4	Explains the University's arrangements for providing reasonable adjustments and alternative assessment arrangements for students with disabilities, long-term or mental health conditions
Student Code of Conduct and Disciplinary Procedure	E5	Defines behaviours (misconduct) by students that are unacceptable and the disciplinary procedure followed by the University regarding any identified student misconduct.
Students as Partners	F1	Sets out the University's commitment to working with students as partners in monitoring and enhancing their learning experience, through providing opportunities for students to express their views and ideas individually and collectively. Includes arrangements for student representatives at programme and university level and for providing ideas and feedback.
Complaints by Students	G1	Sets out the University's arrangements for investigating and seeking to resolve complaints made by students, whether raised formally or informally.

CHAPTER VI: CONTACT DETAILS

66 For further advice and guidance, please contact Student Services:

Tel: +350 20071000 ext 901

Email: studentservices@unigib.edu.gi

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